

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION**

MIHAIL GOCIMAN,	)	
Complainant,	)	
	)	
vs.	)	Docket No. 15-0097
	)	
NORTHERN ILLINOIS GAS COMPANY,	)	
d/b/a Nicor Gas Company,	)	
Respondent.	)	

**RESPONDENT'S PROPOSED ORDER**

By the Commission:

**I. Procedural History**

On February 11, 2015, Mihail Gociman ("Complainant" or "Mr. Gociman") filed a Complaint with the Illinois Commerce Commission ("Commission") against Northern Illinois Gas Company ("Nicor"). Complainant alleges that he received a bill from Nicor, in the amount of \$4,546.00, for work performed at his residential property at 5120 Chase Avenue, Skokie, Illinois ("Property"). Complainant alleges that he never requested Nicor to perform the work that was done at the Property that resulted in the bill for \$4,546.00. Furthermore, Complainant alleges that Nicor never informed him that he would be charged for the work that was done at the Property.

Nicor alleges that Complainant requested that the work be performed at the Property, immediately, due to an emergency situation. Nicor further alleges that Complainant was informed numerous times that he would be charged for the work performed. Furthermore, Nicor alleges that Complainant acknowledged that he would be charged for the work and would pay the bill.

Pursuant to notice given in accordance with the law and Rules of the Commission, a prehearing conference was held on April 7, 2015, and again on May 26, 2015. Despite laborious effort, the parties were unable to reach a settlement on either occasion.

An evidentiary hearing was subsequently held on September 17, 2015. Complainant and his wife, Magdalena Gociman ("Mrs. Gociman"), appeared *pro se* and testified on their own behalf. Respondent appeared by counsel and presented the testimony of Elliott Ingram ("Mr. Ingram"), an Operations Mechanic for Nicor, Tina Marquez-Smith ("Mrs. Marquez-Smith"), a Field Supervisor for Nicor, and Kyra Mitchell ("Ms. Mitchell"), a Customer

Relations and Quality Assurance Supervisor for Nicor. At the conclusion of the hearing on September 17, 2015, the record was marked as “Heard and Taken.”

## **II. Evidence Presented**

### **a. Complainant’s Position**

#### **i. Testimony of Mr. Gociman**

Mr. Gociman testified that beginning in July, 2013, the entire street where he was living became flooded. Tr. at 16. Due to the flooding in the area, Mr. Gociman had sewer water that was flooding his basement. *Id.* at 20. To address the flooding problem, Mr. Gociman hired Edgar Sewell Plumbing (“Contractor”) on July 17, 2014. *Id.* at 22.

On July 30, 2014, said Contractor began excavating in the front yard of Complainant’s residence to begin their work of installing a flood control system. *Id.* at 23. Mr. Gociman testified that once the area was excavated, the Contractor instructed Mr. Gociman to call Nicor to inform Nicor that there was a pipe in the way of the flood control system that the Contractor was trying to install. *Id.* at 24-25. Mr. Gociman then called Nicor and told them that he has a company installing a flood control system in his front yard and the Contractor sees a Nicor pipe and Nicor should be present. *Id.*

Shortly thereafter, Mr. Gociman heard a commotion outside of his home and went outside to discover the Contractor arguing with someone from Nicor. *Id.* at 25-26. The police were called, but no report was filed. *Id.* at 27. A Supervisor from Nicor arrived on the scene and spoke to Mr. Gociman outside and inside of his home. *Id.* at 28. Mr. Gociman alleges that he asked this Supervisor to take care of the situation right away because the Contractor would charge him more money for any delays. *Id.* at 28-29.

Once inside the home, Mr. Gociman alleges that the Supervisor indicated that Nicor needed to move the meter from the inside of the home to the outside of the home. *Id.* at 34. Mr. Gociman testified that he did not care if the meter was moved to the outside of his home. *Id.* at 73. Mr. Gociman further testified that he did not ask Nicor to move the service line that was in conflict with the flooding control system that the Contractor was trying to install. *Id.* at 73. Finally, Mr. Gociman testified that he never asked Nicor to upgrade the service line to his home. *Id.* at 74. Mr. Gociman did not write down any notes of the events that took place during this conversation with Nicor’s Supervisor. *Id.* at 77.

Complainant stated that the main contention with this Complaint is that no one from Nicor indicated to Mr. Gociman that there would be a charge for the work done in relocating his service line and moving the meter. *Id.* at 38-40. Thereafter, Nicor removed the service line that was in conflict with the flooding control system that the Contractor was trying to install, and also moved the meter from the inside of his home to the outside

of his home. *Id.* at 38. Then, Mr. Gociman received the bill from Nicor of approximately \$4,500.00. *Id.* at 40.

**ii. Testimony of Mrs. Gociman**

Mrs. Gociman testified that she was also present at 5120 Chase Avenue, in Skokie, Illinois on July 30, 2014. *Id.* at 80-81. Mrs. Gociman stated that 99.9% of the conversation with the Nicor Supervisor the day of the incident consisted of apologies for the inconvenience and the Supervisor's daughter getting married. *Id.* at 81. Most importantly, Mrs. Gociman testified that the Nicor Supervisor never said one word indicating that the work done would result in a cost to the customer. *Id.*

Like Mr. Gociman, Mrs. Gociman never asked the Nicor Supervisor to move their meter from the inside to the outside of their residence. *Id.* at 89. Nor, did Mrs. Gociman ever ask the Nicor Supervisor to relocate the service line that was in the way of the flooding control system that their Contractor was trying to install. *Id.* Finally, Mrs. Gociman never asked the Nicor Supervisor to upgrade their service line. *Id.* at 89-90.

**b. Respondent's Position**

**i. Testimony of Mr. Ingram**

Nicor Gas witness Mr. Ingram testified that he has been employed by Nicor Gas for 24 years. *Id.* at 91. Mr. Ingram is currently a Watch and Protect Operator in Asset Protection. *Id.* at 92. Part of his duties include the protection of high-profile gas mains that contractors excavate around. *Id.* At the time of the incident at issue, Mr. Ingram was an Operations Mechanic that would respond to gas leaks. *Id.* at 93-94.

On July 30, 2014, Mr. Ingram was called out to 5120 Chase Ave. in Skokie on an emergency call indicating that a gas line had been bored through a sewer. *Id.* at 100. Upon arriving at the scene, Mr. Ingram realized that there was not a cross bore of a gas line through a sewer, as he had been previously informed. *Id.* at 101. Instead, there was an exposed service line that had damaged wrapping, requiring repair. *Id.*

Mr. Ingram informed the Contractor on the scene that the line had to be repaired, and instructed the Contractor that he could not excavate any further until the line was repaired. *Id.* at 102. However, the Contractor disagreed and stated that Nicor needed to move the line immediately as the exposed line was in the way of the flooding control system they were trying to install. *Id.* at 102-103. When Mr. Ingram asked the Contractor if they had contacted Nicor to request to have the line relocated, the Contractor told Mr. Ingram to ask the homeowner. *Id.* At this point, the Contractor then threatened to hit the line unless Nicor moved it. *Id.* at 103. This started an altercation between Nicor and the Contractor. *Id.*

When Mr. Gociman came outside, he told Mr. Ingram that the service line needed to be relocated that day and then told Mr. Ingram to get off of the Property. *Id.* at 107. Mr. Ingram informed Mr. Gociman that he would have to call in a special order to have the line relocated and that there is a charge with relocating the line. *Id.* at 107-108. Mr. Gociman indicated that he was fine with the charge, that he pays his bills, and again asked Mr. Ingram to get off the Property. *Id.* at 108, 112.

**ii. Testimony of Mrs. Marquez-Smith**

Nicor Gas witness Tina Marquez-Smith testified that she has been employed by Nicor Gas for 22 years. *Id.* at 123. She is currently a Field Supervisor who will report to a site when there is an emergency, such as an altercation with a customer or contractor. *Id.* at 124. It is the common business practice of a Nicor Field Supervisor to create a timeline of the events that occurred whenever there is an altercation with a customer or contractor. *Id.* at 125-128. Pursuant to this practice, on July 30, 2014, Mrs. Marquez-Smith completed a timeline of the events that occurred that day between her and the parties involved. *Id.* at 125-126.

Mrs. Marquez-Smith was called to the scene of the altercation between Nicor and Mr. Gociman. *Id.* at 128. Upon arriving at the scene, both the Contractor and Mr. Gociman informed Mrs. Marquez-Smith that the service line to the residence was in conflict with the flooding control device that they were trying to install. *Id.* at 134. Mr. Gociman then specifically stated to Mrs. Marquez-Smith that he needed the service line moved and that they did not want to pay the Contractor another day to come out and work on the Property. *Id.*

Mrs. Marquez-Smith informed Mr. Gociman that there was a process to have a service line relocated and that there was a cost involved. *Id.* at 135-136. Mrs. Marquez-Smith also informed Mr. Gociman that his request of demanding that the line be moved right away was not the proper procedure. *Id.* at 142-143. However, given that Mrs. Marquez-Smith was trying to defuse the situation, she agreed to have the service relocated immediately, but again reminded Mr. Gociman that he would be charged for the work done. *Id.* Mr. Gociman acknowledged that a cost would be involved and said it was fine and that he needed the job done that day. *Id.* at 136.

Upon entering the home and going into the basement, Mrs. Marquez-Smith indicated to Complainant that relocation of the service line was going to necessitate moving the gas meter that was inside his home to the outside of the Property. *Id.* at 138. Shortly thereafter, while explaining to Mr. and Mrs. Gociman the process that was going to be involved in setting up the new service line, Mrs. Gociman indicated that the couple would be installing a generator in the near future. *Id.* at 139. Mrs. Marquez-Smith informed them that in order to run a generator, they would need an upgrade in their service line to a one-inch line. *Id.* Mrs. Gociman then asked if they could have the upgrade done immediately,

along with the relocation of the service line, to avoid having to do this all over again in the future. *Id.* Mrs. Marquez-Smith said that was fine, but again reiterated that there would be a cost involved with the upgrade in the service line. *Id.* at 139-140. Once again, Mr. and Mrs. Gociman acknowledged that there would be a cost and said that they would pay whatever the cost was. *Id.*

Thereafter, on July 30 and July 31, 2014, Nicor relocated the service line, which required moving the meter to the outside of the residence, and upgraded the service line to a one-inch line. *Id.* at 145-146. Aside from Complainant's request, there was no need for Nicor to replace the service line at 5120 Chase Ave., Skokie, IL. *Id.* at 149. Furthermore, aside from Complainant's request, there was no need for Nicor to upgrade the service line at 5120 Chase Ave., Skokie, IL, to a one-inch line. *Id.* This was the first time that Mrs. Marquez-Smith came across a situation where a customer needed an immediate relocation of their service line. *Id.* at 153. Again, Mrs. Marquez-Smith made the arrangements to have the service line relocated immediately to defuse the situation and help the customer out. *Id.*

### **iii. Testimony of Ms. Mitchell**

Nicor Gas witness Kyra Mitchell testified that she has been employed by Nicor Gas for 11 years and is currently the Customer Relations and Quality Assurance Supervisor. *Id.* at 163. On August 6, 2014, Mr. & Mrs. Gociman were billed a total of \$4,546.00 for the work done on July 30 and July 31, 2014, at Complainant's residence, in relocating and upgrading the service line and moving the meter. *Id.* at 167. This is the total amount owed which includes all taxes and any other fees. *Id.* at 180. These charges were derived from costs as delineated in Nicor's Standard Practice Operating 116. *Id.* at 172-174.

Ms. Mitchell also testified to the fact that in 2008, Mr. Gociman contacted Nicor requesting information on what it would take to get the meter moved from the inside of the home to the outside of the home. *Id.* at 177-178.

### **III. Commission Analysis and Conclusion**

Mr. Gociman disputes Nicor's charge of \$4,546.00 billed to him for the work done by Nicor in relocating and upgrading his service line, necessitating the move of his meter from the inside to the outside of his home. His argument is twofold: first, he argued in his closing that the damage to the original service line, caused by the Contractor, was what ultimately created the need to relocate and upgrade his service line. Therefore, Complainant believes the Contractor should be charged for the work completed by Nicor. Second, he alleges that he never requested that Nicor do any work at the Property and was never told by Nicor that there would be a cost to him to have the work completed. Therefore, he believes he should not have to pay the outstanding bill of \$4,546.00.

Based on the evidence in the record, the Commission finds that Mr. Gociman is responsible for all of the charges assessed in relocating and upgrading his service line and moving his meter from the inside to the outside of his home. The Commission finds that, aside from Mr. & Mrs. Gociman's testimony, the evidence in the record does not support Complainant's allegations. The argument that the Contractor damaging the original service line created the need for the relocation and upgrade of the service line is unfounded and not supported anywhere in the record.

The real issue before the Commission, therefore, is whether or not Complainant is responsible for payment on the work done at his home by Nicor on July 30 and July 31, 2014, when there is conflicting testimony on whether Complainant requested that the work be done and whether Complainant was informed that he would be charged for the completed work.

Complainant does not dispute the fact that there was an existing service line at his home in conflict with the installation of the flood control system that was going to be installed by the Contractor, at Complainant's request. Therefore, whether it was Mr. Gociman or the Contractor that requested Nicor to relocate the service line, ultimately the work done was completed on Complainant's property for the benefit of Complainant.

Furthermore, the evidence surrounding the conversation that took place between Complainant and Nicor employees on July 30, 2014, indicates that Complainant and his wife requested Nicor to complete the work in relocating and upgrading the service line at the Property. Complainant has not produced any evidence showing that it was Nicor that needed to have Complainant's service line relocated and upgraded. In fact, the direct testimony from Nicor is that, aside from Complainant's request, Nicor had absolutely no reason to move the meter or relocate, and upgrade, the service line at Complainant's Property. Accordingly, the Commission finds that it was the Complainant that made the request to have this work done.

Finally, in addressing the issue of whether or not Complainant was informed that there would be a cost for said work, the timeline created by Mrs. Marquez-Smith, detailing the conversation that took place between the parties and admitted into evidence as Respondent's Exhibit 4, also lends credibility to the argument that Mr. and Mrs. Gociman were informed that there would be a cost for said work. Again, aside from their testimony, Mr. & Mrs. Gociman have not offered any evidence to support their allegation that they were not told there would be a cost to have the work completed.

On the other hand, Respondent's Exhibit 4 corroborates the testimony of Mrs. Marquez-Smith and Mr. Ingram, in that the report indicates that both Nicor employees informed Complainant that there was a charge for the relocation of a service line. The report further indicates that Complainant requested to have their service line upgraded and, was informed once again, that the work completed by Nicor would result in a charge to the

Complainant. The report was created on the same day as the incidents that occurred on July 30, 2015, and, therefore, provides the best evidence available to indicate what information was exchanged between the parties.

Finally, the Commission notes Complainant's testimony at hearing that he did not care if the meter was moved from the inside of his home to the outside of his home is in direct conflict with Respondent's Exhibit 11, which was admitted into evidence. Said exhibit indicates that on March 18, 2008, "Mihail @ 510 Chase Ave., Skokie, IL 60077 would like to move meter from the inside to the outside – please call 847-571-0071." This suggests that Complainant did have an interest in moving his meter from the inside to the outside of his home.

Pursuant to Illinois Commerce Commission No. 16, Sheet No. 35, which was previously filed by Nicor and approved by the Commission, provides: "when, in [Nicor]'s judgment, relocation of its facilities becomes necessary because of a Customer's construction or change an operations; or when relocations or revisions of [Nicor]'s facilities are requested for the convenience of the Customer, [Nicor], at the Customer's expense, will make such revisions, to the extent and to such locations deemed feasible by [Nicor]."

For these reasons, the Commission concludes that Mr. Gociman's Complaint should be denied and that the invoice issued by Nicor to Mr. Gociman, in the amount of \$4,546.00, for work completed on July 30 and July 31, 2014, at Complainant's residence, is proper.

#### **IV. Findings and Ordering Paragraphs**

The Commission, having considered the entire record and being fully advised in the premises, is of the opinion and finds that:

- (1) Nicor Gas is a "public utility" as defined in the Public Utilities Act;
- (2) the Commission has jurisdiction over the parties and the subject matter of this proceeding;
- (3) the findings of facts and law reached in the prefatory portion of the Order are supported by the record and are hereby adopted as findings of fact and findings of law;
- (4) Mr. Gociman is responsible for the amount of \$4,546.00, which is the amount incurred by Nicor Gas in relocating Mr. Gociman's service line, moving the meter to the outside of the home, and upgrading Mr. Gociman's service line; and,

- (5) the Complaint filed by Mr. Gociman against NICOR gas on February 11, 2015 should be denied.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that the complaint filed by Mihail Gociman against Northern Illinois Gas Company, d/b/a Nicor Gas Co., be, and is hereby denied.

IT IS FURTHER ORDERED that any petitions, objections, or motions made in this proceeding and not otherwise specifically disposed of herein are hereby disposed of in a manner consistent with the conclusion contained herein.

IT IS FURTHER ORDERED that subject to the provisions of section 10–110 of the Public Utilities Act and 83 Ill. Adm. Code 200.800, this Order is final, and it is not subject to the Administrative Review Law.

DATED:

BRIEFS ON EXCEPTIONS DUE:

REPLY BRIEFS ON EXCEPTIONS DUE:

Sonya Teague Kingsley,  
Administrative Law Judge